

Term Contract No. 765-H

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	765H	Compactors: Tamper and Vibratory Plate Type
Effective Dates	July 8, 2010 through July 7, 2013	
Bid Number	201000757	
Administrator	Mike Brendle	
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Last Updated	April 9, 2012	

1. General Information

It is the intent of this contract to have two different type of compactors; Item 1 vibratory tamper type soil compactor and Item 2 vibratory plate compactor. These two items will be used by the authorized users (NON-NCDOT). The units provided shall be delivered ready to work as required in these specifications and questionnaire.

The scope of this contract is intended to cover the State's normal requirements for the equipment specified herein for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Scope of Contract

This contract herein is for the purchase of the types of soil compactors described herein. The units offered shall be new, unused and a current model under standard production by the manufacturer.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds 15 units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of one unit for any single order.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 765H.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- e. When the item to be ordered has been located complete the requisition and issue the purchase order.

Non E-Procurement Users:

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- a. Click on the following link: [E-Procurement Public View](#)
 - b. **For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.**
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Arriba Buyer - Microsoft Internet Explorer provided by NC Department of Administration

File Edit View Favorites Tools Help

Address <http://contracts.ncgov.com/Buyer/Main.asp?auth=...> Go Links

Public View
your service

Catalog Browser

Explore
Catalogs

Explore Catalog

To locate a catalog item to add to your request, search by keyword or select more search options, enter their search values, and then search. You can also browse within a category or subcategory for items to add to your request or favorites group(s).

[View Log](#)

Keywords (And): Search Reset Options *
Keywords (Or): Supplier: - Select - (>20 choices) >
Exact Phrase: Manufacturer: - Select - (>20 choices) >
Exclude Words: Type Name: - No Choice - >
Contract ID: Language: - Select - (1 choice) >
Bundle ID: Commodity Code:
Supplier Part #: Mfg. Part #:
Price: To: ETA (Days): To:

72,000 items found View By: Category >

AGRICULTURAL EQUIPMENT, SUPPLIES & CHEMICALS (370) AGRICULTURAL EQUIPMENT AND SUPPLIES (80) CHEMICALS (290)	APPLIANCES, ELECTRICAL, CLOCKS (10976) APPLIANCES (10060) ELECTRICAL EQUIPMENT (900)
BUILDING MATERIALS, MAINTENANCE (10622) BUILDING MATERIALS (9740) PAINT AND PAINT MATERIALS (319) ...	CLOTHING & TEXTILE ITEMS (1412) CLOTHING AND APPAREL (696) TEXTILE ITEMS (77) ...
EDUCATIONAL & ATHLETIC EQUIPMENT, SUPPLIES (505) EDUCATIONAL EQUIPMENT AND SUPPLIES (505)	FOOD & RELATED ITEMS (1750) 160-00: BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT (19) 165-00: CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL (150) 240-00: CUTLERY, DISHES, PLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES (628) ...
FURNITURE (OFFICE, EDUCATIONAL AND HEALTH CARE) (15970) 415-00: FURNITURE: LABORATORY (6) 420-00: FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL (4672) 425-00: FURNITURE: OFFICE (11300)	HIGHWAY CONSTRUCTION EQUIPMENT, GROUNDS (4205) HIGHWAY CONSTRUCTION EQUIPMENT AND SUPPLIES (4190) GROUNDS MAINTENANCE/LANDSCAPE/PLAYGROUND (15)
MACHINES, TOOLS, MATERIAL HANDLING (4655) MACHINES AND TOOLS (4636) MATERIAL HANDLING EQUIPMENT (19)	MEDICAL & LAB EQUIPMENT & SUPPLIES (9727) DRUGS & MEDICINES (34) LABORATORY EQUIPMENT AND SUPPLIES (5727) MEDICAL EQUIPMENT AND SUPPLIES (3976)

7. Delivery

United Rental	60 DAYS
Engine Distribution Center	60 DAYS

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

Note! All shipments should be inspected for damage immediately upon receipt.

9. General features-ordering agencies should confirm features prior to ordering item- below are the Non-NC DOT items and pricing

CONTRACTOR: United Rentals

HAND HELD (TAMPER TYPE) SOIL COMPACTOR

1. Hand Held soil compactor with operating weight of 131 lbs.
Make: WACKER
Model: BS50-2
2. Working range shall be 700 blows per minute. CIMA rated impact force 2675 lbs.
3. Gasoline engine, with four (4) Horsepower, recoil starter, adequate size fuel tank, air cleaner for engine offered and centrifugal clutch.
Engine Make: WACKER
4. Tamping Plate shall be of adequate structure and support with a 143 square inches of tamping area. The plate shall have dimensions of 11" x 13". Unit shall have provisions that other size plates may be used.
5. Noise level shall meet all applicable OSHA requirements for exposure and all other applicable OSHA safety requirements.

CONTRACTOR: Engine Distribution Center

VIBRATORY PLATE COMPACTOR

1. Hand Held Vibratory compactor with minimum operating weight of 207 lbs. and with water tank.
Make: Belle
Model: PCX450
Water Tank Capacity 3.9 gallon
2. Vibration frequency shall be 5520 VPM, with centrifugal force of 3,710Lbs.
3. Gasoline engine, with 5.5 Horsepower ,recoil starter, adequate size fuel tank, air cleaner for engine offered and centrifugal clutch.
Engine Make: Honda
4. Tamping Plate shall be of adequate structure and support.
The base plate size shall have dimension of 18 inch X 28 inch.
5. Noise level shall meet all applicable OSHA requirements for exposure and all other applicable OSHA safety requirements.

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Federal ID	City, State, Zip	Contact, Phone, Fax
Engine Distribution Center	7206 Cessna Drive-call vendor for Federal ID	Greensboro, NC 27409	Jeff Humphrey 800.722.6448 jeff@carolina-edc.com
United Rentals	1409 Hedingham Blvd-call vendor for Federal ID	Raleigh, NC 27604	Brandon Smith 800.877.3687 brsmith@ur.com

12. Warranty and Training

TRAINING-

Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery.

Contractor warrants that equipment furnished on this contract will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty this contract.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

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Contract Addenda
